

# Call Off Order Form for Management Consultancy Services

# Provision of Consultancy Advice on Market Segmentation

**From** 

**Crown Commercial Service** 

To

**Baringa Partners LLP** 

**Contract Reference CCCC20B42** 

#### **FRAMEWORK SCHEDULE 4**

#### **CALL OFF ORDER FORM**

#### PART 1 - CALL OFF ORDER FORM

#### **SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of RM6008 Management Consultancy Framework Two dated 04 September 2018.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award	
From	Crown Commercial Service	
	("CUSTOMER")	
То	Baringa Partners LLP	
	("SUPPLIER")	
Date	26 April 2021	
	("DATE")	

#### **SECTION B**

#### 1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26 April 2021
1.2.	Expiry Date:
	End date of Initial Period: 13 August 2021
	End date of Extension Period: 10 September 2021
	Minimum written notice to Supplier in respect of extension: two weeks

## 2. SERVICES

# 2.1 Services required: The following sections of the Customer's Statement of Requirements set out in Annex A shall be incorporated into this Call Off Contract:

Section 5 Section 7 Section 9 Section 10 Section 12 Section 13

To enable the Supplier's performance of the services, the Customer will provide all reasonable co-operation, assistance, access, data, materials and normal and safe working facilities at Customer's premises ("Assistance"). In the event the Supplier is unable to provide the Services due to any Assistance not being met in whole or in part then the Supplier will notify the Customer, provide such parts of the Services as it is able to do so and the parties will discuss such matter as soon as practically possible and in the meantime the Supplier will (i) not be liable for any such non-performance or be held in breach, (ii) be excused the performance of its obligations to provide the Services affected and be granted such additional period of time as is reasonably appropriate to provide the Services once the cause of non-performance has ended.

#### 3. PROJECT PLAN

# 3.1. Project Plan:

Project Plan to be agreed in writing between Customer and Supplier.

#### 4. CONTRACT PERFORMANCE

# 4.1. Standards:

In Clause 11 (Standards and Quality) of the Call Off terms

#### 4.2 Service Levels/Service Credits:

Not applied

#### 4.3 Critical Service Level Failure:

Not applied

# 4.4 Performance Monitoring:

The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Supplier Performance	Adherence to key milestones set out in section 7 and the Statement of Work (SOW).	Completion before Timescale or Delivery Date
2	Service Delivery	The Supplier shall provide a Security Management Plan	Within 15 days of the contract start date.

3	Supplier Performance	Any Security threat, issue or breach relating to any level of IT infrastructure of the delivery partner or CCS to be reported to CCS by the Supplier by email as per Section 10.9 of the Call Off Order Form	As soon as the breach is identified but not more than 24 hours of the breach discovered.
4	Contract Management	Attendance at the monthly Contract Review meeting	Monthly
5	Contract Management	Monthly Update Note sent to the Contract Manager within 4 working days of a Monthly Contract Review Meeting	Monthly
8	Replacement of key personnel	Notification at the weekly Review meeting with the contract manager.	Weekly

The Customer shall raise any concerns regarding capability and progress during the weekly Review meeting. Due to the timescales of delivery, if there are any issues regarding progress, this is expected to be resolved promptly by the Supplier within 2 weeks as per Section 4.5 of the Call Off Order Form.

# 4.5 Period for providing Rectification Plan:

In Clause 39.2.1(a) of the Call Off Terms

# 5. PERSONNEL

5.1	Key Personnel:
	Customer
	REDACTED
	REDACTED
	Supplier
	REDACTED
	REDACTED
	REDACTED

**5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):

In Clause 28.2 of the Call Off Terms

#### 6. PAYMENT

**6.1 Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):

#### **REDACTED**

The Supplier's charges for the Services shall be calculated on a capped time and materials basis as follows (excluding VAT and expenses):

#### **REDACTED**

For the avoidance of doubt, the total Contrat Value shall be £348,770.00 exc. VAT.

**6.2** Payment terms/profile (including method of payment e.g., Government Procurement Card (GPC) or BACS):

Invoices are to be submitted monthly and paid in arrears.

The Supplier will invoice for the Services at the end of each month in which Services are provided.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

All submitted invoices must contain the Contract Reference, Purchase Order number and a full detailed breakdown of all incurred costs including breakdown by resource, time, work and cost

#### 6.3 Reimbursable Expenses:

Permitted

All travel to and from the Base Location should be included in the rates. Any expenses for travel to other locations must be pre-approved with the Customer.

For any pre-approved travel outside of the base location, the Customer will pay reasonable out of pocket travel and subsistence expenses which are in line with the Customer's Travel and Subsistence policy (using the most economical mode of transport), properly and necessarily incurred in the performance of the services.

**6.4 Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

#### **REDACTED**

**Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

The full term of the contract including any extension options.

**6.6** Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:

	Not applied
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	Not Permitted

#### 7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
	The sum of £ 348,770.00 exc VAT.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
	In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms):
	None in addition to Clause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)):		
	In Clause 42.2.1(c) of the Call Off Terms		
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms):		
	In Clause 42.7 of the Call Off Terms		
8.3	Undisputed Sums Limit:		
	In Clause 43.1.1 of the Call Off Terms		
8.4	Exit Management:		
	Not applied		

# 9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:
	Not applied
9.2	Commercially Sensitive Information:
	The Supplier's full tender response shall be considered commercially sensitive information.

## 10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
	Recitals B to E

	Recital C - date of issue of the Statement of Requirements: 8 March 2021
	Recital D - date of receipt of Call Off Tender: 31 March 2021
10.2	·
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):
	Not required
10.3	Security:
	Short form security requirements shall apply
	All personnel employed under this contract shall hold, as minimum, Baseline Personnel Security Standard (BPSS) Security Clearance for the entirety of their involvement in this contract. All personnel will be required to hold a physical security pass (only obtained with proof of BPSS), when visiting any of the CCS offices.
	It is not expected that this service will require integration with CCS systems, however a security and resilience plan should be provided to CCS within 15 days of commencing delivery in the event that systems integration is required
	As part of the delivery of the services, the Supplier will be required to communicate with the Customer via Google Hangouts and Google Community for document sharing and management. The Customer will provide the necessary access to the Supplier for the document sharing and management element.
	The Customer ensures its services are safe and secure and expects that the Supplier will follow the HM Government (HMG) Security Policy Framework and the HMG Minimum Cyber Security Standard.
10.4	ICT Policy:
	Not applied
10.6	Business Continuity & Disaster Recovery:
	Not applied
	<b>Disaster Period</b> : For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
	In Clause 35.2.3 of the Call Off terms
10.9	Notices (Clause 56.6 of the Call Off Terms):
	Customer's postal address: [REDACTED]
	Supplier's postal address: [REDACTED]
10.10	Transparency Reports
	In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:

	Not applied
10.12	Call Off Tender:
	In Annex B – Tender Response
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)
	In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer
	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data
	The contact details of the Customers Data Protection Officer are:

# REDACTED

The contact details of the Suppliers Data Protection Officer are:

# **REDACTED**

Contract Reference:	CCCC20B42	
Date:	26 April 2021	
Description Of Authorised Processing	Details	
Identity of the Controller and	The Parties acknowledge that for the purposes of	
Processor	the Data Protection Legislation the Customer shall	
	be the Data Controller and the Supplier shall be	
	the Data Processor.	
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	
Duration of the processing	For the duration of the Framework Contract plus 7 years.	
Type of Personal Data	Full name	
	Workplace address	
	Workplace Phone Number	
	Workplace email address	
Catagorica of Data Subject	Names Current personnel	
Categories of Data Subject	Current personnel Contractors/Consultants	
	Customers	
	Public officers	
	Suppliers	
	Website end users	

10.16	MOD DEFCONs and DEFFORM
	Not applied

#### FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

#### For and on behalf of the Supplier:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

#### For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

#### Annex A – Statement of Requirements

# 1. PURPOSE

- 1.1 The Customer is intending to implement 'Market Segmentation' and is seeking consultancy support in the development and implementation of this approach.
- 1.2 Market Segmentation is a customer-led strategy that analyses markets and customer groups to identify products/solutions where CCS can add greatest value and which, when combined with a distribution channel strategy, would form a more recognisable Go to Market (GtM) strategy.

# 2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 Crown Commercial Service (CCS) is undergoing significant and far-reaching change as it drives forward to deliver its vision, and through this enable easier and more effective procurement of common goods and services helping public sector organisations achieve optimum value for money from both what they buy and how they buy it.
- 2.2 CCS's ambition is to be a customer-led organisation that exploits digital capability to maximum effect, and to move beyond the category management and category strategy heritage that has shaped it as a largely product-led organisation. In its drive to deliver ever greater value to UK public sector procurement it is clear through customer churn, differing take up of commercial agreements, and ongoing reliance upon Central Government (CG) relationships that CCS needs to focus more on Wider Public Sector (WPS) and Arms Length Bodies (ALB). These organisations typically have differing needs in terms of scale, specification, complexity or service, and are often served by other Public Sector Buying Organisations (PSBOs).
- 2.3 The intention is that CCS now analyses the UK public sector procurement landscape to identify target markets and customers where there is the opportunity to deliver incremental value, and to develop the right products, service wrapper and channel around which to focus the organisation's resources. This development (Market Segmentation) is seen as fundamental not only to meet customer needs and CCS strategy, but also the development of the skills, expertise and strategic relationships needed to deliver Market Segmentation.
- 2.4 It is an essential requirement that this procurement and the implementation of Market Segmentation is fully integrated with the broader change across CCS both in aligning with current work and also building on what has been delivered so far.

# 3. **DEFINITIONS**

Expression or Acronym	Definition
CCS	means Crown Commercial Service
ALB	means Arm's Length Bodies
GtM	means Go to Market
WPS	means Wider Public Sector
CG	means Central Government
PSBO	means Public Sector Buying Organisations
RAID means Risks, Assumptions, Issues & Dependencies	
CRM	means Customer Relationship Management

# 4. SCOPE OF REQUIREMENT

- 4.1 The primary purpose of this procurement is to provide CCS with the capability to implement Market Segmentation being able to identify the right product, service wrapper and channel for the target markets and customers where CCS can deliver greatest value. It's also about being clear which markets, customers and products CCS won't support or should withdraw from because it can't deliver sufficient incremental value.
- 4.2 CCS want to divide UK public sector procurement market into different groups of potential customers based on traits such as similar interests, needs, or operating environments. Grouping customers and solutions in this way will ensure that CCS is completely aligned to their requirements in terms of their product and service needs. CCS envisages that implementing Market Segmentation will involve assessing every sector (such as transport, health, education, etc.) and looking at each product/customer combination to understand:
  - 4.2.1 What are the precise customer requirements in each sector, particularly in terms of the 'service wrapper' such as distribution or Social Value?
  - 4.2.2 What Public Sector Buying Organisations already supply this customer need?
  - 4.2.3 What are the opportunities for CCS to add greater value in this sector?
  - 4.2.4 What capabilities are needed to deliver this greater value, and can they be developed by CCS or acquired through an alliance or a partnership?
  - 4.2.5 How easy is it to access this market and what, if any, are the entry barriers?

- 4.3 The alignment of Market Segmentation to other change has already been highlighted. Of specific note is the close alignment to the Customer Relationship Management (CRM) strategy and plan, which is at an advanced stage with a customer centric lifecycle/advocacy model to drive value and growth.
- 4.4 The scope of this work is UK public sector procurement of common goods and services, estimated to be £100bn per annum. It includes CG, ALBs, WPS and the Devolved Authorities.
- 4.5 It is planned to implement Market Segmentation in two phases: Phase 1 to build the enabling capability for CCS to manage Market Segmentation as a core activity, and Phase 2 to roll out the approach across the main economic sectors. The scope of this procurement is Phase 1 of the programme only any external support for Phase 2 will be subject of a separate procurement which is expected to be undertaken in quarter 2/3 2021.
- 4.6 The scope of this work element would include, but not be limited by, the following activities:
  - 4.6.1 Target Operating Model for Market Segmentation and associated CCS processes such as product & service development, data & knowledge, and business planning, with strong linkage to the broader CCS corporate strategy development
  - 4.6.2 Methodology and detailed processes
  - 4.6.3 Integration with Alliances and Partnerships strategy
  - 4.6.4 Definition and quantification of customer value-add delivered by CCS, PSBOs and competitors
  - 4.6.5 Segmentation of markets, products and customers
  - 4.6.6 Consolidation, management and utilisation of data and knowledge necessary to inform Market Segmentation decisions. This must include handling of situations where market or customer data is intrinsically incomplete or inaccurate.

# 5. THE REQUIREMENT

- 5.1 The Supplier shall complete the following activities as part of the delivery of the services:
- 5.2 Review of the CCS current operating model and capability as it relates to the customer and product planning, management and delivery processes and systems.
- 5.3 The Supplier shall provide a light touch review of the business operational activities and capabilities so that a baseline can be established from which to determine transition plans for the implementation of Market Segmentation. This review will need to consider related elements of the CCS strategy and change including the Strategy Implementation Programme, and must integrate with ongoing consulting support being provided in areas such as Service Definitions.

- 5.4 Develop a Market Segmentation strategy that would provide CCS with the processes and tools with which to manage and develop market segmentation on an ongoing basis. This would enable CCS to maintain the product roadmap and sales plan, taking account of changes in CCS business planning goals, customer requirements, market forces (such as new entrants) and capability.
- 5.5 Creation of a capability development plan that enables CCS to fully implement all aspects of the Market Segmentation strategy. The scope of this work element will provide CCS with the skills, expertise and resources necessary to establish this as a core capability for the organisation and will include, but not be limited by, the following activities:
  - 5.5.1 New or enhanced functional capabilities such as product planning
  - 5.5.2 Governance to control Market Segmentation decisions and outcomes
  - 5.5.3 Skills, knowledge and behaviours necessary for successful implementation
  - 5.5.4 Systems and tools required to support effective and efficient delivery of Market Segmentation, ensuring integration with current capability
  - 5.5.5 Data and knowledge needed to identify and manage opportunities to grow revenue and influence
  - 5.5.6 The Supplier will need to review and fully utilise the work already conducted by a consulting firm on CCS current capabilities.
- 5.6 Development of a transition plan that would take account of CCS current operating model and capability and set out the plans and actions with associated timeframes that CCS would need to implement the capability development plan.
- 5.7 Development of an overarching implementation plan that sets out how the Market Segmentation strategy can be best applied by CCS to the estimated £100bn UK public sector annual procurement expenditure on common goods and services. This is a critical and concise piece of work that determines how CCS will approach segmenting the UK public sector procurement to enable a manageable, phased implementation.
  - 5.7.1 It will need to consider the available options including implementation by market sector, product, customer, hybrid or other factors, and to set out the approach and timeframe to implement the strategy.
  - 5.7.2 Within each option a range of factors will need to be considered including CCS capability and goals, customer experience, the political environment, and dependencies such as existing commercial arrangements.
  - 5.7.3 The plan will need to include a benefits methodology and a realisation plan.
  - 5.7.4 The plan will also need to identify and quantify a range of early wins that will demonstrate the value add from Market Segmentation.

5.8 Note that this contract element will inform the implementation of Market Segmentation across the UK public sector, which will be a further phase of this programme (Phase 2) and the subject of a separate procurement.

# 6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Supplier will work with CCS to develop and sign off a Statement of Work and project plan (including a risk analysis and plan) for this contract. Dates in that project plan will take precedence over dates set out in this section 7.1.	Within 2 weeks of Contract Award
2	Supplier will work with CCS and third-party consulting firm to establish CCS current operating model and capability for the customer and product planning, management and delivery processes.	No later than 31/05/2021
3	Supplier will develop a Market Segmentation strategy as set out in section 6.2 and secure appropriate approval.	No later than 30/06/2021
4	Supplier will work with CCS to create a capability development plan as set out in section 6.3.	No later than 16/07/2021
5	Supplier will use deliverables (2) and (4) to develop a transition plan and support CCS in achieving sign off to the plan by all groups impacted by it.	No later than 31/07/2021
6	Supplier will support CCS in the development of an implementation programme that provides CCS with a roadmap with which to implement Market Segmentation, taking account of the conditions set out in clause 6.5.	No later than 13/08/2021
7	Supplier will support CCS in the identification of a 'quick wins'	No later than 13/08/2021

matrix that will be developed during the course of the contract and that will complement the implementation plan described in deliverable (6). This matrix will set out market/customer/product combinations that analysis identifies are likely to provide CCS with early opportunities to grow revenue.

# 7. MANAGEMENT INFORMATION/REPORTING

- 7.1 It is required for the Supplier to provide the Customer with the following:
- 7.1.1 Resource profiles forecasts/actuals versus deliverables, and burn rate of use of consultants' time versus deliverables.
- 7.1.2 Weekly progress report including RAID.
- 7.1.3 Contract day usage versus deliverables, there will then be the periodic (monthly) review meetings to ensure quality and timely deliverables.
- 7.1.4 A monthly update note which is to be sent to the Contract Manager within 4 working days of the monthly Contract Review meeting.
- 7.1.5 Attendance at the monthly Contract Review meeting.
- 7.1.6 Attendance at the weekly Review meeting with the Contract Manager.
- 7.1.7 Responses to reasonable ad-hoc requests for reporting.

## 8. VOLUMES

8.1 The volume of work required will vary depending on the requirements of the programme. Volumes are therefore not quantifiable at this stage.

## 9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Customer during monthly Contract review meetings.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

# 10. SUSTAINABILITY

- 10.1 Meetings will be held in the most effective format i.e., use of technology instead of face-to-face meetings where appropriate, provision of electronic report to prevent high paper usage.
- 10.2 The Customer expects the Supplier to comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this. This must include compliance with the Modern Slavery Act 2015 and Climate Change Act 2008.
- 10.3 The Supplier will be required to evidence how Social Value has been incorporated into the development and implementation of Market Segmentation in each of the relevant stages detailed in section 7, Key Milestones and Deliverables.
- 10.4 The Supplier must consider their carbon footprint in allocating and deploying resources to undertake requirement.

# 11. QUALITY

11.1 The Customer expects that this programme will inform elements of CCS strategy, and all deliverables must be accurate, comprehensive, insightful and communicated in such a way to support this outcome

# 12. STAFF AND CUSTOMER SERVICE

- 12.1 The Supplier shall provide a sufficient level of resource and ensure continuity throughout the duration of the Contract in order to consistently deliver a quality service.
- 12.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.3 The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

## 13. CONTRACT MANAGEMENT

- 13.1 The Supplier will be expected to attend and report on programme delivery at meetings, working groups, and communication events.
- 13.2 The Supplier will provide a dedicated account manager with a nominated deputy who can act in their absence.
- 13.3 Attendance at Contract Review meetings shall be at the Supplier's own expense.

# 14. LOCATION

- 14.1 The Base Location of the services will be deemed as the CCS London office at **[REDACTED]**
- 14.2 Given the current economic and operational impacts of the COVID-19 the Customer recognises that there may be some wider challenges in delivering this project. The Customer expects the Supplier to have the ability to work remotely and organise virtual collaboration and engagement if necessary, in order to meet the project timetable.

Annex B – Tender response
REDACTED